

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.06-104
ANNUAL SUPPLY FOR
FOOD PRODUCTS FOR PARKS CONCESSIONS

DATE: April 26, 2006

CONTRACT PERIOD: April 1, 2006 thru Oct. 31, 2006

CONTRACTOR: LinPepCo Snacks
1901 Windhoek Drive
Lincoln, NE 68512

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Myron Jensen
Telephone No.: 402-423-7335
FAX No.: 402-423-0852
E-Mail Address: mjensen@linpepco.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Per Spec & Contract 2006:

Item Numbers:

1, 7, 29, 55, 56, 57 and 58

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #76103
Dated: 4/24/06

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY FOR FOOD PRODUCTS
FOR PARKS CONCESSIONS
SPECIFICATION 06-104**

Contractor:

**LinPepCo Snacks
1901 Windhoek Dr.
Lincoln, NE 68512**

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 30th day of March 2006, by and between LinPepCo Snacks, 1901 Windhoek Dr., Lincoln, NE 68512 hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Annual Supply for Food Products for Parks Concessions, Spec. No. 06-104,

Item Numbers: 1, 7, 29, 55, 56, 57, 58

e Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

As Per Attached Bid Schedule

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be as ordered through October 31, 2006.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
5. The Special Provisions, if applicable

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Joan E. Ross
City Clerk



CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive or No. 176103

dated 4-24-06

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Linpelco Snacks
Name of Corporation

1901 Windbrook Dr Lincoln NE 68542
(Address)

By: Myron Jensen
Duly Authorized Official
General Manager
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Company Name LinPepCo Snacks

BIDDING SCHEDULE

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	Lays BBQ Potato Chips (2000 servings) 1.1 Individual 1.5 oz. bags 1.2 60 48 Bags/case	42 Cs.	\$ <u>0.35</u>	\$ <u>21.00</u>
2.	Doritos Tortilla Cool Ranch Chips (3700 servings) 2.1 Big Grab Size 1.75 oz 2.2 60/case 2.3 No substitution of Doritos brand	62 Cs.	\$ <u>0.35</u>	\$ <u>21.00</u>
3.	Doritos Tortilla Nacho Cheese Chips (3700 servings) 3.1 Big Grab Size 1.75 oz 3.2 60/case 3.3 No substitution of Doritos brand	62 Cs.	\$ <u>0.35</u>	\$ <u>21.00</u>
4.	Cheese Crunchy Curls (400 servings) 4.1 Individual 1.25 oz bags 4.2 72/case 4.3 No substitution of Doritos brand	6 Cs.	\$ <u>0.35</u>	\$ <u>21.00</u>
5.	Tortilla Tri White Corn Chips 5.1 List lb. per bag _____ 5.2 List bags per case _____	5900 servings	\$ _____ \$ _____	\$ _____ \$ _____
6.	Cheddar Cheese Crackers (1000 servings) 6.1 Individual .75 oz servings 6.2 Baked, bite-size crackers 6.3 Such as Goldfish or Dolphin crackers 6.4 List qty per case _____	10 Cs.	\$ _____	\$ _____
7.	Cookie, Chocolate Chip (3000 servings) 7.1 Baked 7.2 Individually Wrapped, 2 oz Serving 7.3 60 72 /case	42 Cs.	\$ <u>0.266</u>	\$ <u>16.00</u>
8.	Cotton Candy 8.1 Individual servings, approx. 3 oz 8.2 Flavors such as Cherry, Blue Raspberry	1000 servings	\$ _____	\$ _____
9.	Cotton Candy 9.1 Individual servings, approx. 1/2 oz 9.2 Flavors such as Cherry, Blue Raspberry	1000 servings	\$ _____	\$ _____
10.	Ketchup 10.1 Gallon Cans 10.2 Individual Packets 10.3 List qty per case _____	30 Cans 5 cases	\$ _____ \$ _____	\$ _____ \$ _____

BIDDING SCHEDULE, Continued

ITEM	ITEM DESCRIPTION	ESTIMATED		
		ANNUAL QUANTITY	UNIT PRICE	TOTAL PRICE
21.	Popcorn, Gourmet White	1500 servings	\$ _____	\$ _____
	21.1 Individual bags, 2 oz			
	21.2 No minimum quantity per order			
22.	Popcorn, Cheese flavor	550 servings	\$ _____	\$ _____
	22.1 Individual bags, 1.75 oz			
	22.2 No minimum quantity per order			
23.	Popcorn, Rainbow	700 servings	\$ _____	\$ _____
	23.1 Individual bags, 4 oz			
	23.2 No minimum quantity per order			
24.	Luigi's Ice Italian Push Up (2500 servings)	105 Cs.	\$ _____	\$ _____
	24.1 Lemon Flavored			
	24.2 4 oz			
	24.3 Delivered Frozen			
	24.4 24 /Case			
25.	Luigi's Ice Italian Push Up (2500 servings)	105 Cs.	\$ _____	\$ _____
	25.1 Strawberry Flavored			
	25.2 4 oz			
	25.3 Delivered Frozen			
	25.4 24/Case			
26.	Vanilla Ice Cream Cups (3400 servings)	36 Cs.	\$ _____	\$ _____
	26.1 Vanilla Flavored			
	26.2 4 oz			
	26.3 96/Case			
27.	Chocolate Ice Cream Cups (3400 servings)	71 Cs.	\$ _____	\$ _____
	27.1 Chocolate Flavored			
	27.2 4 oz			
	27.3 48/Case			
28.	Ice Cream Sandwiches (5600 servings)	117 Cs.	\$ _____	\$ _____
	28.1 Vanilla Flavored			
	28.2 3 oz			
	28.3 48/Case			
29.	Sunflower Seeds Kernels (1300 servings)	18 Cs.	\$ <u>0.347</u>	\$ <u>25.00</u>
	29.1 1.75 oz			
	29.2 72/case			

Company Name LinPepCo Snacks

BIDDING SCHEDULE, Continued

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
48.	Sour Bites, Strawberry Candy (1900 servings)	10 Cs.	\$ _____	\$ _____
48.1	2 oz bag			
48.2	8/24 per case			
49.	Equal Sweetener, Individual Packets	5 Cs.	\$ _____	\$ _____
49.1	List qty per case _____			
50.	Sugar, Individual Packets	5 Cs.	\$ _____	\$ _____
50.1	List qty per case _____			
51.	Non-Dairy Creamer, Individual Packets	5 Cs.	\$ _____	\$ _____
51.1	List qty per case _____			
52.	Portion cups	5000 cups	\$ _____	\$ _____
52.1	Paper			
52.2	1 oz			
53.	Portion Cups	2000 cups	\$ _____	\$ _____
53.1	Plastic			
53.2	3 oz			
54.	Licorice(2300 servings)			
53.1	Family Size, 6 oz	192 cases	\$ _____	\$ _____
53.2	12/case			
53.3	Blue Raspberry or Strawberry Flavors			
55.	Snickers Candy Bar			
55.1	2.07 oz.			
55.2	48 per case	250 cases	\$ <u>0.45</u>	\$ <u>21.60</u>
56.	M & M Plain			
55.1	1.69 oz.			
55.2	48 per box	6 boxes	\$ <u>0.45</u>	\$ <u>21.60</u>
57.	M & M Peanut			
56.1	1.69 oz.			
56.2	48 per boxes	9 boxes	\$ <u>0.45</u>	\$ <u>21.60</u>
58.	Skittles			
57.1	Regular Size			
57.2	36 per case	10 cases	\$ <u>0.45</u>	\$ <u>16.20</u>
59.	Animal Crackers	2 cases	\$ _____	\$ _____
57.2.1	2.125 oz.			
57.2.2	60 per case			
60.	Ham/Cheese Prepackaged Sandwich	300	\$ <u>1.75</u>	\$ <u>1.75</u>
57.2.3	6 oz.			

NO BID SECURITY REQUIRED

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option:

Yes X
No

TERM PRICE CLAUSE: BIDDER MUST STATE

(a) Bid prices firm for the full contract period: April 3, 2006 to October 31, 2006 ; or

(b) Bid prices subject to escalation/de-escalation: _____

(c) If (b), state period for which prices will remain firm:

Through _____

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: Myron Jensen

TITLE: General Manager

PHONE NO. (402) 423-7335, ext 157

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.

MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:

SEALED BID FOR SPEC. 06-104

LinPepCo Snacks

COMPANY NAME

BY (Signature) Myron Jensen

BY (Signature)

1901 Windhoek Drive

STREET ADDRESS or P.O. BOX

Myron Jensen

(Print Name)

Lincoln, NE 68512

CITY, STATE ZIP CODE

General Manager

(Title)

(402) 423-7335 (402) 423-0852

TELEPHONE No. FAX No.

March 20, 2006

(Date)

mjensen@linpepco.com

E-MAIL ADDRESS

3 to 5 days

ESTIMATED DELIVERY DAYS

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.